

Serial No.: 09/911,980  
Response to Final OA of 11/05/04

### Remarks

In the present response, four claims (1, 29, 31, 33) are amended; and three claims (3, 30, 34) are canceled. Claims 1, 4-29, 31-33, 35-38 are presented for examination.

#### I. Summary of Claim Amendments

Independent claim 1 is amended to incorporate the recitations of dependent claim 3. In turn, claim 3 is canceled.

Independent claim 29 is amended to incorporate the recitations of dependent claim 30. In turn, claim 30 is canceled, and claim 31 is amended to depend from claim 29.

Independent claim 33 is amended to incorporate the recitations of dependent claim 34. In turn, claim 34 is canceled.

#### II. Amendments After Final

In the present Response, Applicants have merely canceled claims and moved limitations from dependent claims into independent claims. The amendments place the application in a better form for appeal. Per 37 CFR 1.116(b)(1) and (2), Applicants respectfully ask the Examiner to enter these amendments.

Applicants further note that the amendments do not raise any new matter or issues since all claim recitations have already been presented and considered. Further, the amended claims do not require further consideration or search by the Examiner.

#### III. Claim Rejections: 35 USC § 102

Claims 1 and 3-38 are rejected under 35 U.S.C. §102 as being anticipated by "eFlow: A Platform for Developing and Managing Composite E-Services" (hereafter Casati). Applicants respectfully traverse.

A proper rejection of a claim under 35 U.S.C. §102 requires that a single prior art reference disclose each element of the claim. See MPEP § 2131, also, *W.L. Gore & Assoc., Inc. v. Garlock, Inc.*, 721 F.2d 1540, 220 U.S.P.Q. 303, 313 (Fed. Cir. 1983). Since Casati neither teaches nor suggests each element in the pending claims, these

Serial No.: 09/911,980  
Response to Final OA of 11/05/04

claims are allowable over Casati. Applicants address each independent claim (1, 23, 28, 29, 33, and 37).

#### Claim 1

Claim 1 recites numerous recitations that are not taught in Casati. For example, claim 1 recites “each of said service nodes is **expandable into a second flow diagram of method nodes**” (emphasis added). The Office Action refers to FIGS. 4 and 7 of Casati. Applicants have reviewed these figures and all of Casati. Nowhere does Casati teach or suggest that each of the service nodes is expandable into a second flow diagram of method nodes.

Under § 102, a reference must teach each element of a claim. Casati does not teach that each of the service nodes is expandable into a second flow diagram of method nodes. For at least this reason, Applicants respectfully request allowance of claim 1.

Dependent claims inherit the limitations of a base claim. Thus, for at least the reasons given in connection with claim 1, all dependent claims are also allowable over Casati.

#### Claim 23

Claim 23 recites numerous recitations that are not taught in Casati. For example, claim 23 recites “each of said service nodes is representative of a respective **service invocation setup phase for each** of the individual services” (emphasis added). Nowhere does Casati teach or suggest that each of the service nodes represents a respective service invocation setup phase for each of the individual services.

The Office Action refers to Section 4.1 and FIG. 7 of Casati for teaching this recitation. FIG. 7 illustrates three services: Data collection, Furniture Moving Services (generic node), and Billing. **Only one** of these nodes (i.e., Furniture Moving Services) is shown as a generic node. Casati does not teach or suggest that each of the service nodes represents a service invocation setup phase for each of the individual services.

Under § 102, a reference must teach each element of a claim. Casati does not teach that each of the service nodes represents a service invocation setup phase for

Serial No.: 09/911,980  
Response to Final OA of 11/05/04

each of the individual services. For at least this reason, Applicants respectfully request allowance of claim 23.

Dependent claims inherit the limitations of a base claim. Thus, for at least the reasons given in connection with claim 23, all dependent claims are also allowable over Casati.

### **Claim 28**

Claim 28 recites numerous recitations that are not taught in Casati. For example, claim 28 recites "**each** of said service nodes is representative of a respective **service invocation setup phase for each** of the individual services" (emphasis added). Nowhere does Casati teach or suggest that each of the service nodes represents a respective service invocation setup phase for each of the individual services.

The Office Action refers to Section 4.1 and FIG. 7 of Casati for teaching this recitation. FIG. 7 illustrates three services: Data collection, Furniture Moving Services (generic node), and Billing. **Only one** of these nodes (i.e., Furniture Moving Services) is shown as a generic node. Casati does not teach or suggest that **each** of the service nodes represents a service invocation setup phase for **each** of the individual services.

Under § 102, a reference must teach each element of a claim. Casati does not teach that each of the service nodes represents a service invocation setup phase for each of the individual services. For at least this reason, Applicants respectfully request allowance of claim 28.

### **Claim 29**

Claim 29 recites numerous recitations that are not taught in Casati. For example, claim 29 recites "providing event nodes." Per MPEP 2111.01, the words of a claim must be given their "plain meaning" unless defined in the specification. The term "event node" is provided with the following definition in Applicants' specification:

an "event node" is generic for a predetermined system event such as "'WAIT' for customer cancellation;" an event node enables composite electronic-services to send and receive several types of

Serial No.: 09/911,980  
Response to Final OA of 11/05/04

notifications (in this example, if the operation receives a "cancel order" it thus leads to a process "complete" node.

(See paragraph [0057] in US Application 20030028389 A1).

Nowhere does Casati teach or suggest "an event node" as this term is defined in Applicants' specification.

As another example, claim 29 recites a top level having service nodes and a subsidiary level wherein the "service nodes are expanded into method nodes ...." Nowhere does Casati teach or suggest this recitation. The Office Action contends the following:

It is noted that the term "node" simply is only a label. In object-oriented programming, a method or method node is a common term and is a programmed procedure that is defined as part of a class and included in any object of that class. The execution of methods is invoked at runtime as instantiation.

(See Final OA at p. 3)

Per MPEP 2111.01, the words of a claim must be given their "plain meaning" unless defined in the specification. The claim recitations are defined in Applicants' specification:

Service nodes 203 define the service invocation setup phase (e.g., search for the best service provider, authenticate, and the like) and method nodes 205, 205' 205 define the interaction phase, invoking actual physical operations (e.g., delivering goods, receiving payments, and the like). Having two different levels 201, 207 and two different kinds of nodes 203, 205 provides a tool which simplifies the service composition effort since it allows the definition of a context--the service--in which interactions are performed.

(See paragraph [0056] in US Application 20030028389 A1).

Serial No.: 09/911,980  
Response to Final OA of 11/05/04

As another example, claim 29 recites four different nodes: service nodes, method nodes, linking nodes, and an event node. Applicants respectfully assert that the Office Action has not identified each of these four different nodes in Casati.

For at least these reasons, Applicants respectfully request allowance of claim 29. Dependent claims inherit the limitations of a base claim. Thus, for at least the reasons given in connection with claim 29, all dependent claims are also allowable over Casati.

### Claim 33

Claim 33 recites numerous recitations that are not taught in Casati. For example, claim 33 recites "**compiling** a plurality of the individual electronic services as associated **with a search for data** associated with said given composite process having at least one requirement from each of said individual generic electronic services" (emphasis added). Nowhere does Casati teach or suggest this recitation.

The Office Action cites Section 1 "value-added service" for teaching this recitation. Applicants respectfully disagree. Applicants have reviewed this section. Nowhere does this section (or any section of Casati) teach compiling electronic services as associated with a search for data ... as recited in claim 33.

Under § 102, a reference must teach each element of a claim. Casati does not teach compiling electronic services as associated with a search for data as recited. For at least this reason, Applicants respectfully request allowance of claim 33.

Dependent claims inherit the limitations of a base claim. Thus, for at least the reasons given in connection with claim 33, all dependent claims are also allowable over Casati.

### Claim 37

Claim 37 recites numerous recitations that are not taught in Casati. For example, claim 37 recites "**a plurality** of service nodes, wherein **each** of said service nodes is representative of a generic service" (emphasis added). Further, the claim recites linking nodes ... including **more than one generic service**" (emphasis added). Nowhere does Casati teach or suggest a plurality of service nodes wherein each of the service nodes is representative of a generic service.

Serial No.: 09/911,980  
Response to Final OA of 11/05/04

The Office Action refers to Section 4.1 and FIG. 7 of Casati for teaching these recitations. FIG. 7 illustrates three services: Data collection, Furniture Moving Services (generic node), and Billing. **Only one** of these nodes (i.e., Furniture Moving Services) is shown as a generic node.

Under § 102, a reference must teach each element of a claim. Casati does not teach plural service nodes with each service node representative of a generic node. Further, claim 37 recites linking nodes ... including more than one generic service. For at least these reasons, Applicants respectfully request allowance of claim 37.

Dependent claims inherit the limitations of a base claim. Thus, for at least the reasons given in connection with claim 37, all dependent claims are also allowable over Casati.

Serial No.: 09/911,980  
Response to Final OA of 11/05/04

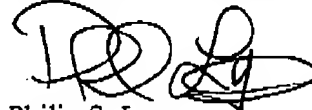
### CONCLUSION

In view of the above, Applicants believe all pending claims are in condition for allowance. Allowance of these claims is respectfully requested.

Any inquiry regarding this Amendment and Response should be directed to Philip S. Lyren at Telephone No. (281) 514-8236, Facsimile No. (281) 514-8332. In addition, all correspondence should continue to be directed to the following address:

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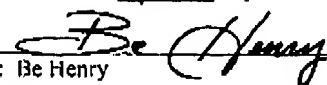
Respectfully submitted,



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#### CERTIFICATE UNDER 37 C.F.R. 1.8

The undersigned hereby certifies that this paper or papers, as described herein, are being facsimile transmitted to the United States Patent and Trademark Office number 703-872-9306 on this 4th day of January, 2005.

By   
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